

RESOLUTION NO. R-99-27

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A LOCAL JOINT POWERS AGREEMENT BETWEEN BROWARD COUNTY AND THE TOWN OF DAVIE PROVIDING FOR COOPERATIVE EXCHANGE OF FIRE RESCUE SERVICES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 163.01, Florida Statutes, the Town of Davie and Broward County wish to enter into an Agreement providing for cooperative exchange of fire rescue services and to provide for a means by which each governmental entity may exercise its respective powers, privileges and authorities which they share in common and which each might exercise separately in order to further a common goal; and

WHEREAS, mutual cooperation in the delivery of fire rescue services can best be accomplished within a cooperative, interlocal configuration; and

WHEREAS, the Town Council deems it in the best interests of the residents of the Town to enter into the Agreement, a copy of which is attached hereto as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council of the Town of Davie hereby authorizes the Mayor to execute the Local Joint Powers Agreement between Broward County and the Town of Davie providing for Cooperative Exchange of Fire Rescue Services, a copy of which is attached hereto as Exhibit "A".

SECTION 2. The appropriate Town officials are authorized to take all necessary actions to implement the Agreement.

SECTION 3. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 1999.

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS ____ DAY OF _____, 1999.

Local Joint Powers Agreement

Between

BROWARD COUNTY

and

THE TOWN OF DAVIE

Providing for

Cooperative Exchange of Fire Rescue Services

ARTICLE 1
BACKGROUND; PURPOSE AND INTENT AND DEFINITIONS

- 1.1 It is the purpose and intent of this Agreement for Broward County (County) and Town of Davie (Town), pursuant to Section 163.01, Florida Statutes, to cooperate and provide for a means by which each governmental entity may exercise its respective powers, privileges and authorities which they share in common and which each might exercise separately in order to further a common goal.
- 1.2 The respective elected bodies of Town and County find that mutual cooperation in the delivery of fire rescue services can best be accomplished within a cooperative, interlocal configuration. To further that cause, both Town and County willingly enter into this cooperative Agreement which extends beyond the concept of automatic aid for fire and rescue services.
- 1.3 For the purposes of this Agreement and the various covenants, conditions, terms and provisions which follow, the definitions set forth below are assumed to be true and correct and are agreed upon by the parties.
 - 1.3.1 Coverage: means the temporary relocation of apparatus and personnel to provide fire rescue services in a different Primary Response Zone.
 - 1.3.2 Primary Response Zone(s): means the provision of fire and/or rescue services in a specific geographic area, as reflected on Exhibit A, which does not require the relocation of apparatus and personnel.
- 1.4 For purposes of this Agreement, the Primary Response Zones to be covered by Town and County are reflected on Exhibit A attached hereto and made a part of this Agreement for all purposes. The Primary Response Zones reflected on Exhibit A may be amended during the term of this Agreement by mutual agreement in writing by the Fire Chief for Town and Director of the Fire Rescue Division for County for purposes of improving response times and otherwise increasing the efficiency of services provided pursuant to this Agreement.

ARTICLE 2
EXCHANGE OF FIRE RESCUE SERVICES

- 2.1 Town agrees to keep Station 91, located at 6101 S.W. 148th Avenue, operational, equipped and adequately staffed with certified firefighters for the purpose of fire suppression and first responder support within the jurisdictional limits of Town and adjoining County areas as reflected on Exhibit A.
- 2.2 Upon completion of Town's Station 65 at Nob Hill Road and State Road 84, and its occupancy thereof, Town agrees to provide the fire suppression and emergency medical services from Station 65 to adjoining County areas as reflected on Exhibit A.
- 2.3 Upon completion of Town's Station 65, and its occupancy thereof, County will relocate personnel and equipment from Stations 15 and 55 to Town's Station 68. County's relocation of personnel and apparatus shall occur simultaneously with

Town's commencement of operations at Station 65. County will provide appropriate fire suppression and emergency medical services from Station 68 to areas of Town as reflected in Exhibit A.

2.3.1 Town agrees to provide suitable accommodations at its expense for County's vehicles and personnel at Station 68. Town agrees to pay all costs associated with the upkeep and maintenance of the facility.

2.3.2 County agrees that it will perform routine housekeeping and grounds keeping duties at the facility.

2.3.3 County agrees to be responsible for expenses incurred in maintaining its equipment including the installation and maintenance of communications systems and other appropriate emergency medical services alerting devices and equipment.

2.3.4 County agrees to be responsible for payment of its costs of utilities services at Station 68 including, but not limited to, telephone, water and electricity.

ARTICLE 3

COVERAGE COMMITMENT

3.1 Town and County agree to provide coverage in the event that either agency's response vehicles are engaged in fire, rescue, disaster, training activities or other circumstances beyond their respective control.

3.2 Coverage shall be automatic based upon written protocols mutually agreed upon by the Fire Chief of Town and Director of County's Fire Rescue Division.

ARTICLE 4

NO INDEMNIFICATION

4.1 Town and County shall each individually defend any action or proceeding brought against their respective agency and shall be individually responsible for all its own costs, attorneys fees, expenses and liabilities incurred as a result of any such claims, demands, suits, actions, damages and causes of action, including the investigation or the defense thereof, and from and against any orders, judgments or decrees which may be entered as a result thereof.

4.2 Each party shall bear its own responsibility and be liable for any claims, demands, suits, actions, damages and causes or actions arising out of or occurring during travel to or from its own emergency or disaster site or from an emergency or disaster site covered by this Agreement, and no indemnification or hold harmless agreement shall be in effect concerning such claims, demands, suits, actions, damages and causes of action.

4.3 Neither party hereto shall be deemed to have waived its sovereign immunity by entering into this Agreement.

ARTICLE 5
TERMINATION

- 5.1 This Agreement may be terminated upon one hundred eighty (180) days written notice given by either party as provided in Section 8.6 herein.
- 5.2 This Agreement shall be deemed automatically terminated and of no further force and effect if Town or County has filed or consented to the filing of a petition for reorganization or bankruptcy or is otherwise adjudicated insolvent.
- 5.3 This Agreement provides in Article 6, "Default" for the judicial remedy of specific performance to cause either party to perform its obligations in accordance with the terms and conditions herein. In the event a court was to determine that either party was in default in the performance of its obligations pursuant to this Agreement and that specific performance was not any adequate remedy to cause the other party to perform its obligations herein, in addition to all other remedies available to the parties, the parties shall be entitled to request a judicial order seeking rescission of this Agreement.

ARTICLE 6
DEFAULT

If Town or County fail to perform or observe any of the material terms and conditions of this Agreement for a period of ten (10) days after receipt of written notice of such default from the other party, the party giving notice of default may be entitled at its option, but is not required, to seek specific performance and/or rescission of this Agreement pursuant to Article 5.3 above. The seeking of specific performance of this Agreement shall be on an expedited basis as the performance of the material terms and conditions contained herein relate to the health, safety, and welfare of the residents subject to this Agreement. The parties acknowledge that money damages or other legally available remedies may be inadequate for the failure to perform, and that the party giving notice is entitled to obtain an order requiring specific performance by the other party. Failure of any party to exercise its rights in the event of any breach by the other party shall not constitute a waiver of such rights. No party shall be deemed to have waived any failure to perform by the other party unless such waiver is in writing and signed by the waiving party. Such waiver shall be limited to the terms specifically contained therein. This paragraph shall be without prejudice to the rights of any party to seek a legal remedy for any breach of the other party as may be available to it in law or equity.

ARTICLE 7
TERM OF AGREEMENT

- 7.1 The obligations to perform under this Agreement shall commence on a date mutually agreed upon in writing by the Fire Chief for the Town and the Director of the County's Fire Rescue Division, but not later than the date upon which the parties' respective performance is required pursuant to Sections 2.2 and 2.3 above.
- 7.2 Unless terminated earlier as provided for hereinabove, the term of this Agreement shall be from the date of commencement as provided for in paragraph 7.1 above, to

and including September 30, 2000. Thereafter, this Agreement may be renewed by the parties for additional one (1) year terms. Any renewal of this Agreement shall be set forth in a written amendment as provided for in paragraph 8.2 below. Notice of intent to renew shall be provided to the other party no less than six (6) months prior to the expiration of this Agreement, or any renewal term.

- 7.3 In the event Town and County enter into a joint powers agreement which includes additional parties, that agreement may supersede and provide for termination of this Agreement. Upon the effective date of such a new joint powers agreement, this Agreement shall be deemed terminated and of no further force and effect.

ARTICLE 8

MISCELLANEOUS

- 8.1 Joint Participation: The preparation of this Agreement has been a joint effort of the parties hereto and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- 8.2 Entire Agreement and Modification: This Agreement incorporates, supersedes and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matter contained herein. It is further agreed that no change, alteration or modification in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
- 8.3 Records: Town and County agree to permit the other party to examine all records pertinent to this Agreement and grants to the other party, the right to audit any books, documents and papers that were generated during the course of administration of this Agreement. The parties shall maintain the records, books, documents and papers associated with this Agreement for at least three (3) years following execution of this Agreement.
- 8.4 Agreement Administration: In the administration of this Agreement as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Fire Rescue Division Director, or designee, for County and Fire Chief, or designee, for Town.
- 8.5 Recordation/Filing: The County Administrator and Ex-Officio Clerk of the Broward County Board of County Commissioners is hereby authorized and directed after approval of this Agreement by the governing body of the Town and County and the execution thereof by the duly qualified and authorized officers of each of the parties hereto, to file this Agreement with the Clerk of the Circuit Court of Broward County, Florida, as required by Section 163.01(11), Florida Statutes.
- 8.6 Notices: Whenever either party desires to give notice unto the other, such notice must be in writing, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified; and the

place for filing of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice.

FOR BROWARD COUNTY:

Director
Broward County Fire Rescue Division
2601 West Broward Boulevard
Fort Lauderdale, Florida 33311

FOR TOWN OF DAVIE:

Town Administrator
Town of Davie
6591 Southwest 45th Street
Davie, Florida 33314

- 8.7 A.D.A.: County and Town agree to fully comply with their respective obligations under Title I and Title II of the Americans With Disabilities Act (ADA) and failure of a party to comply with same shall be cause for immediate termination of this Agreement by the other party.
- 8.8 Automatic Aid Agreements: Town and County acknowledge that both parties currently have automatic aid agreements with the City of Cooper City. It is anticipated that those automatic aid agreements shall continue in full force and effect notwithstanding execution and implementation of this Agreement.
- 8.9 Vehicle Appearance: Town and County shall mutually agree to the appearance of the vehicles to create a uniform appearance.
- 8.10 Third Party Beneficiaries: Neither Town nor County intend to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.
- 8.11 Assignment: Neither this Agreement nor any interest herein shall be assigned, transferred or encumbered by either party without the written consent of the other party.
- 8.12 Waiver of Breach and Materiality: Failure by either party to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. County and Town agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

- 8.13 Compliance with Laws: Both parties shall comply with all federal, state, and local laws, codes, ordinances, rules and regulations in performing their respective duties, responsibilities, and obligations related to this Agreement.
- 8.14 Severance: In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless either party elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.
- 8.15 Applicable Law and Venue: This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida, Venue for litigation concerning this Agreement shall be in Broward County, Florida.
- 8.16 Multiple Originals: Multiple copies of this Agreement may be fully executed by all parties, each of which shall be deemed to be an original.
- 8.17 C.O.N.: Town and County agree to maintain throughout the term of this Agreement an ALS Rescue Certificate of Public Convenience and Necessity ("C.O.N.") from Broward County and an appropriate State of Florida license enabling each to provide advanced life support services, as well as, basic life support services, to patients upon arrival at emergency scenes requiring immediate emergency medical care.
- 8.18 Medical Director: Both parties presently have and shall maintain throughout the term of this Agreement, and any renewal term, a Medical Director as required by Chapter 401, Florida Statutes.
- 8.19 Use of Modular Structure: During the term of this Agreement, County agrees to permit Town to use County's existing modular structure to serve as a temporary fire rescue station. Town agrees that its use of this modular structure shall be limited solely for the provision of fire suppression and emergency medical services pursuant to this Agreement. Town agrees to be responsible for all expenses related to relocating the modular structure to Town's designated location. At the termination of this Agreement, Town agrees to deliver the modular structure to its original or other mutually agreed upon site within Broward County. Town shall have no responsibilities with regard to setup of the modular structure at said location. Town shall be responsible for the normal upkeep and maintenance of the modular structure while it is used by Town. Any repairs as a result of relocating the modular structure to another location shall be the responsibility of Town.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chair or Vice Chair, authorized to execute same by Board action on the ____ day of _____, 199__, and the TOWN OF DAVIE, signing by and through its Mayor, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

County Administrator and
Ex-Officio Clerk of the Board of
County Commissioners of
Broward County, Florida

By _____
Chair
____ day of _____, 19____.

Approved as to form by Office of the County
Attorney, Broward County, Florida
Noel M. Pfeffer, Interim County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By _____
PATRICE M. EICHEN
Assistant County Attorney

JOINT POWERS AGREEMENT BETWEEN BROWARD COUNTY AND THE TOWN OF
DAVIE PROVIDING FOR COOPERATIVE FIRE AND RESCUE SERVICES

TOWN

TOWN OF DAVIE, FLORIDA

ATTEST:

By _____
Gail Reinfeld, Town Clerk

By _____
Harry Venis, Mayor

_____ day of _____, 19__.

(SEAL)

APPROVED AS TO FORM:

By _____
Town Attorney

RESOLUTION NO. R-99-169

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A FIRST AMENDMENT TO LOCAL JOINT POWERS AGREEMENT BETWEEN BROWARD COUNTY AND THE TOWN OF DAVIE PROVIDING FOR COOPERATIVE EXCHANGE OF FIRE RESCUE SERVICES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Davie and Broward County entered into an Agreement providing for cooperative exchange of fire rescue services which was executed by Davie on January 20, 1999 and by Broward County on February 23, 1999; and

WHEREAS, Article 2 of said Agreement provided for exchange of fire rescue services; and

WHEREAS, the parties have been operating under the Agreement and have an experience factor which was not available at the inception of the Agreement; and

WHEREAS, the parties have determined that it is in their mutual interest to modify the provision relating to relocation of personnel and equipment so as to better service the public with fire suppression and emergency medical services; and

WHEREAS, the Town Council deems it in the best interest of the residents of the Town to enter into the First Amendment to Local Joint Powers Agreement, a copy of which is attached hereto as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council of the Town of Davie hereby authorizes the Mayor to execute the First Amendment to Local Joint Powers Agreement between Broward County and the Town of Davie providing for Cooperative Exchange of Fire Rescue Services, a copy of which is attached hereto as Exhibit "A".

SECTION 2. The appropriate Town officials are authorized to take all necessary actions to implement the Agreement.

SECTION 3. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 1999.

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 1999.

**First Amendment
to
Local Joint Powers Agreement
between
Broward County and the Town of Davie
Providing for
Cooperative Exchange of Fire Rescue Services**

WHEREAS, the Town of Davie (hereinafter "Town") and Broward County (hereinafter "County") entered into a Local Joint Powers Agreement providing for cooperative exchange of fire rescue services which was executed by Davie on January 20, 1999 and by County on February 23, 1999; and

WHEREAS, Article 2 of said Agreement provided for exchange of fire rescue services; and

WHEREAS, the parties have been operating under the Agreement and have an experience factor which was not available at the inception of the Agreement; and

WHEREAS, the parties have determined that it is in their mutual interests to modify the provisions relating to relocation of personnel and equipment so as to better service the public with fire suppression and emergency medical services.

NOW, THEREFORE, the parties do hereby amend the above referenced Agreement which was entered into pursuant to Section 163.01, Florida Statutes, in the manner hereinafter set forth:

1. Article 2 is hereby amended to read as follows:

ARTICLE 2
EXCHANGE OF FIRE RESCUE SERVICES

2.1 Town agrees to keep Station 91, located at 6101 S.W. 148th Avenue, operational, equipped and adequately staffed with certified firefighters for the purpose of fire suppression. County agrees to keep Station 91 operational, equipped and adequately staffed for the provision of emergency medical services. The services provided by Town and County with respect to this paragraph 2.1 shall be within the jurisdictional limits of Town and adjoining County areas as reflected on Exhibit A.

2.1.1 Town agrees to provide suitable accommodations at its expense for County's vehicles and personnel at Station 91. Town agrees to pay all costs associated with the upkeep and maintenance of

the facility.

- 2.1.2** County and Town agree that they will jointly perform routine housekeeping and grounds keeping duties at the facility.
 - 2.1.3** County agrees to be responsible for expenses incurred in maintaining its equipment. Town shall be responsible for the installation and maintenance of communications systems and other appropriate emergency medical services alerting devices and emergency medical services equipment.
 - 2.1.4** County and Town agree to be equally responsible for payment of the cost of utilities services at Station 91 including, but not limited to, telephone, water and electricity. The party who is named on the utility bill shall be reimbursed by the other contracting party within thirty (30) days of receipt of an invoice for same with supporting documentation.
- 2.2** Upon completion of Town's Station 65 at Nob Hill Road and State Road 84, and its occupancy thereof, Town agrees to provide the fire suppression and emergency medical services from Station 65 to adjoining County areas as reflected on Exhibit A.
- 2.3** Upon completion of Town's Station 65, and its occupancy thereof, County will relocate fire suppression personnel and equipment from Station 15 to Town's Station 68. County's relocation of personnel and apparatus shall occur simultaneously with Town's commencement of operations at Station 65. County will provide appropriate fire suppression from Station 68. Town will provide appropriate emergency medical services from Station 68. The fire suppression and emergency medical services referred to in this paragraph 2.3 shall be within the jurisdictional limits of Town and adjoining County areas as reflected in Exhibit A.
 - 2.3.1** Town agrees to provide suitable accommodations at its expense for County's vehicles and personnel at Station 68. Town agrees to pay all costs associated with the upkeep and maintenance of the facility.
 - 2.3.2** County and Town agree that they will jointly perform routine housekeeping and grounds keeping duties at the facility.
 - 2.3.3** County agrees to be responsible for expenses incurred in maintaining its equipment. Town shall be responsible for the installation and maintenance of communications systems and other appropriate emergency medical services alerting devices and emergency medical services equipment.
 - 2.3.4** County and Town agree to be equally responsible for payment of

the cost of utilities services at Station 68 including, but not limited to, telephone, water and electricity. The party who is named on the utility bill shall be reimbursed by the other contracting party within thirty (30) days of receipt of an invoice for same with supporting documentation.

2. All other provisions of the Agreement not modified herein are hereby ratified and affirmed.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chair or Vice Chair, authorized to execute same by Board action on the ____ day of _____, 1999, and the TOWN OF DAVIE, signing by and through its Mayor, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

County Administrator and
Ex-Officio Clerk of the Board of
County Commissioners of
Broward County, Florida

By _____
Chair
____ day of _____, 1999.

Approved as to form by Office of the County
Attorney, Broward County, Florida
Edward A. Dion, County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By _____
PATRICE M. EICHEN
Assistant County Attorney

FIRST AMENDMENT TO JOINT POWERS AGREEMENT BETWEEN BROWARD COUNTY AND THE TOWN OF DAVIE PROVIDING FOR COOPERATIVE FIRE AND RESCUE SERVICES.

TOWN

TOWN OF DAVIE, FLORIDA

ATTEST:

By _____
Gail Reinfeld, Town Clerk

By _____
Harry Venis, Mayor

_____ day of _____, 19__.

(SEAL)

APPROVED AS TO FORM:

By _____
Town Attorney

ST 137	ST 35	ST 68	ST 65	ST 91

